

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Feb 19, 2021

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NATHAN HOFSTADER, individually
and on behalf of others similarly
situated, and RICHARD CERENZIA,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

PROVIDENCE HEALTH AND
SERVICES, SACRED HEART
MEDICAL CENTER, and
PROVIDENCE HOLY FAMILY
HOSPITAL,

Defendants.

No. 2:18-cv-00062-SMJ

**ORDER GRANTING PLAINTIFF’S
UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
AWARD OF ATTORNEY FEES,
COSTS, AND SERVICE AWARDS**

After arm’s length negotiations and settlement discussions, Plaintiffs Nathan Hofstader and Richard Cerenzia (collectively, “Plaintiffs”), and Defendant Providence Health and Services (“Defendant”) entered in to a Class Action Settlement Agreement (“Agreement”), which is subject to review under the Federal Rules of Civil Procedure. On July 17, 2019, the parties filed the Agreement, along with Plaintiff’s Motion for Preliminary Approval of Class Action Settlement Agreement (“Preliminary Approval Motion”). *See generally* ECF No. 50.

ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF
ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 1

1 On August 24, 2020, upon consideration of the Agreement, Preliminary
2 Approval Motion, and the record, the Court entered an Order of Preliminary
3 Approval of Class Action Settlement (hereinafter referred to as the “Preliminary
4 Approval Order”). *See generally* ECF No. 51. Under the Preliminary Approval
5 Order, the Court, among other things, (1) preliminarily approved the proposed
6 settlement; (2) appointed Hofstader and Cerenzia as the Class Representatives; (3)
7 appointed Kazerouni Law Group, APC and Mayo Law Group, PLLC as Class
8 Counsel; and (4) set the date and time of the Final Approval Hearing. *Id.*

9 On November 9, 2020, Class Counsel timely moved for final approval of the
10 class action settlement and for attorney fees, costs, and incentive award. ECF No.
11 54 (“Final Approval Motion”). Under their Final Approval Motion, Plaintiffs
12 request final approval of the proposed class action settlement and approval of
13 Plaintiffs’ motion for attorney fees, costs, and incentive award. *Id.*

14 On February 19, 2021, the Court conducted a hearing to determine whether
15 the lawsuit satisfies the applicable prerequisites for class action treatment and
16 whether the proposed settlement is fundamentally fair, reasonable, adequate, and in
17 the best interests of the Class Members and should be approved by the Court. ECF
18 No. 55. The Court has reviewed and considered the Agreement, Final Approval
19 Motion, and the record. All capitalized terms used herein have the meanings defined
20 herein and/or in the Agreement.

Accordingly, **IT IS HEREBY ORDERED:**

1. Plaintiffs' Unopposed Motion for: (1) Final Approval of Class Action Settlement, [and] (2) Award of Attorneys' Fees, Costs, and Service Awards, **ECF No. 54**, is **GRANTED**.

2. ***Jurisdiction***. The Court has jurisdiction over the subject matter of the Action and over all settling parties hereto.

3. ***Settlement Class Members***. The Class is defined as:

All individuals (or their guardians or representatives) who from February 20, 2014, until the date the Motion for Preliminary Approval is filed with the Court, who received emergency care medical treatment from a [Providence Health and Services Washington] PHS-WA hospital, or a PHS hospital in Washington State.

4. ***Class Representatives and Class Counsel***. The Court finally certifies Nathan Hofstader and Richard Cerenzia as the Class Representatives and has appointed Abbas Kazerounian and Ryan L. McBride of Kazerouni Law Group, APC, and Boyd M. Mayo of Mayo Law Group, PLLC as Class Counsel.

5. ***Notice and Claims Process***. Pursuant to the Court's Preliminary Approval Order, the Claims Administrator has complied with the approved notice process as confirmed in its declaration filed with the Court. The form and method for notifying the Settlement Class

members of the settlement and its terms and conditions was in

1 conformity with this Court's Preliminary Approval Order and satisfied
2 the requirements of the Federal Rules of Civil Procedure and due
3 process, and constituted the best notice practicable under the
4 circumstances. The Court finds that the notice process was clearly
5 designed to advise the Settlement Class members of their rights.
6 Further, the Court finds that the opt-out and exclusion process set forth
7 in the Agreement was followed and that the process was the best
8 practicable procedure under the circumstances.

9 **6. *Final Class Certification.*** The Court again finds that the Action
10 satisfies the applicable prerequisites for class action treatment, namely:

11 (a) The Settlement Class members are so numerous that joinder
12 of all of them in the Action would be impracticable;

13 (b) There are questions of law and fact common to the Settlement
14 Class members, which predominate over any individual
15 questions;

16 (c) The claims of Hofstader and Cerenzia are typical of the
17 claims of the Settlement Class members;

18 (d) Hofstader, Cerenzia, and Class Counsel have fairly and
19 adequately represented and protected the interests of all the
20 Settlement Class members; and

1 (e) Class treatment of these claims will be efficient and
2 manageable, thereby achieving an appreciable measure of
3 judicial economy, and a class action is superior to other available
4 methods for a fair and efficient adjudication of this controversy.

5 **A.** The Court finds that the settlement of the Action, on the terms
6 and conditions set forth in the Agreement, is in all respects
7 fundamentally fair, reasonable, adequate, and in the best
8 interests of the Settlement Class members, especially in light of
9 the benefits to the Settlement Class members, the strength of the
10 Plaintiffs' case, the complexity, expense and probable duration
11 of further litigation, the risk and delay inherent in possible
12 appeals, and the risk of collecting any judgment obtained on
13 behalf of the class.

14 **B.** The Court finds: (1) The proposed settlement was fairly and
15 honestly negotiated; (2) Serious questions of law and fact exist,
16 placing the ultimate outcome of the litigation in doubt; (3) The
17 value of an immediate relief outweighs the mere possibility of
18 future relief after protracted and expensive litigation; and (4) the
19 parties represent to this Court that the settlement is fair and
20 reasonable.

1 **7. Settlement Terms.** The Agreement, which has been filed with the
2 Court and shall be deemed incorporated herein, and the proposed
3 settlement are finally approved and shall be consummated in
4 accordance with the terms and provisions thereof, except as amended
5 by any order issued by this Court. The material terms of the Agreement
6 include, but are not limited to, the following:

7 **A.** Defendant shall make the policy changes as described in the
8 Agreement, ¶ 26.

9 **B.** Defendant shall pay \$2,500.00 to each of Hofstader and
10 Cerenzia payable through the Class Administrator as an
11 Incentive Payment for bringing and participating in this action;

12 **C.** Class Counsel's hourly rates are fair and reasonable. Defendant
13 shall pay to Class Counsel the sum of \$95,000 as attorney fees
14 and costs; and

15 **D.** Plaintiffs' counsel shall pay the Class Administrator directly for
16 notice costs.

17 **8. Exclusions and Objections.** Five (5) exclusions were received. The
18 persons requesting exclusion are: Angela Faucett, Latoya Minnifield,
19 Asher Rivera, Ignacio Stephens, and Heather Taylor. The Court
20 hereby excludes these individuals from the Settlement Class.

1 A. The Settlement Class members were given an opportunity to object
2 to the settlement. No Settlement Class members filed objections
3 and no Class Members appeared at the Final Approval hearing to
4 voice an objection.

5 B. This Order is binding on all Settlement Class members, except the
6 individuals named in paragraph 8, who validly and timely excluded
7 themselves from the Class.

8 9. ***Release of Claims and Dismissal of Action.*** The Class Representative,
9 Settlement Class members, and their successors and assigns are
10 permanently barred and enjoined from instituting or prosecuting class
11 claims (monetary and non-monetary), and all non-monetary individual
12 claims against the Released Parties, as set forth in the Agreement.
13 Pursuant to the release contained in the Agreement, the Released
14 Claims are compromised, discharged, and dismissed with prejudice by
15 virtue of these proceedings and this Order.

16 10. The Action is hereby **DISMISSED WITH PREJUDICE** in all
17 respects.


18 11. Without affecting the finality of this Final Judgment and Order of
19 Dismissal with Prejudice, the Court hereby retains continuing and
20 exclusive jurisdiction over the Parties and all matters relating to the

1 Action and/or Agreement, including the administration, interpretation,
2 construction, effectuation, enforcement, and consummation of the
3 settlement and this order.

4 **12.** The Clerk's Office is directed to **ENTER JUDGMENT** in Plaintiffs'
5 favor and **CLOSE** this file.

6 **IT IS SO ORDERED.** The Clerk's Office is directed to enter this Order and
7 provide copies to all counsel.

8 **DATED** this 19th day of February 2021.

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11 SALVADOR MENDOZA, JR.
United States District Judge